

1 EDMUND G. BROWN JR.  
Attorney General of California  
2 KELVIN GONG  
Supervising Deputy Attorney General  
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Deputy Attorney General  
4 State Bar No. 145398  
300 South Spring Street, Room 5212  
5 Los Angeles, CA 90013  
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7 *Attorneys for the Plaintiff*

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO  
11 RANCHO CUCAMONGA DISTRICT  
12

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA ex rel. EDMUND G.  
15 BROWN JR., Attorney General of the State  
of California,

16 Plaintiff,

17 v.

18 CALIFORNIA ORGANIZATION OF  
19 POLICE AND SHERIFFS, a mutual benefit  
nonprofit corporation; CIVIC  
20 DEVELOPMENT GROUP, LLC, a limited  
liability corporation; RAMBRET, INC., a  
21 corporation; GREG F. SAWTELLE,  
individually and as owner of RAMBRET  
22 INC.; MONTY D. HOLDEN; ED GRAY;  
GREGG PASSAMA; SCOTT PASCH,  
23 individually and as corporate officer of  
CIVIC DEVELOPMENT GROUP, LLC;  
24 DAVID KEEZER, individually and as  
corporate officer of CIVIC  
25 DEVELOPMENT GROUP, LLC; DOES 1-  
100, inclusive.

26 Defendants.  
27  
28

CIVRS 905865

SETTLEMENT AGREEMENT  
BETWEEN DEFENDANTS SCOTT  
PASCH, DAVID KEEZER, DOLORES  
KEEZER

1           1.    Parties. This Settlement Agreement is entered into by, between, and among the  
2 settling parties, Plaintiff, the People of the State of California ("the People"), by Edmund G.  
3 Brown Jr., Attorney General of the State of California ("Attorney General"), and Defendants  
4 David Keezer, Dolores Keezer, and Scott Pasch (hereinafter, collectively, also referred to as "the  
5 Settling Defendants"). The parties to this Settlement Agreement are collectively also referred to  
6 as "the Settling Parties."

7           2.    Recitals.

8           2.1 In May of 2009, the Attorney General, on behalf of the People, sued David  
9 Keezer and Scott Pasch in the underlying action (hereinafter the "Action") asserting various  
10 causes of action related to their solicitation practices. In February of 2010, the complaint was  
11 amended to include Dolores Keezer.

12           2.2 The Settling Defendants deny any wrongdoing.

13           2.3 The Settling Parties, each of whom, desiring to avoid the expense, uncertainty,  
14 and inconvenience of further litigation in this case, state that all claims alleged against the  
15 Settling Defendants arising out of the Action have been settled.

16           3.    Settlement Terms-Monetary.

17           3.1 The Settling Defendants agree to settle with Plaintiff for \$40,000 (forty thousand  
18 dollars). The settlement payment shall be retained by the Attorney General for attorneys' fees  
19 and costs incurred by the Charitable Trusts Section, pursuant to Government Code sections 12598  
20 and 12586.2, and shall be used exclusively by the Charitable Trusts Section for the administration  
21 of the Attorney General's charitable trust enforcement responsibilities.

22           3.2 The \$40,000 shall be paid by Scott Pasch and David Keezer on or before January 31,  
23 2011. All payments pursuant to this paragraph of the Settlement Agreement shall be made  
24 payable to the California Department of Justice and shall be delivered to the Attorney General's  
25 Office at 300 S. Spring Street, Los Angeles, California 90013, to the attention of Deputy Attorney  
26 General Tania M. Ibanez.

1           4.    Settlement Terms - Non-monetary

2           4.1   The Settling Defendants agree to cease all current and future solicitation for  
3 charitable purposes directed to donors in the State of California.

4           4.2   The Settling Defendants are permanently restrained and enjoined from engaging or  
5 participating in charitable solicitation campaign, directly or through any intermediary, including,  
6 but not limited to, consulting, brokering, investing, outsourcing, planning or managing such a  
7 campaign. The Settling Defendants are permanently enjoined from, and shall not engage in, any  
8 of the following activities:

- 9                   a.    acting as a commercial fundraiser for charitable purposes, fundraising  
10                   counsel for charitable purposes, or trustee or commercial coventurer in  
11                   California as those terms are defined in California Government Code  
12                   sections 12599, 12599.1, 12582 and 12599.2;
- 13                   b.    acting as an officer, director, employee, or agent of any charitable  
14                   organization in California or any organization that solicits funds for  
15                   charitable purposes in California;
- 16                   c.    holding or controlling assets received for a charitable purpose from  
17                   donors who reside in California;
- 18                   d.    participating, directly or indirectly, in any solicitation which the  
19                   defendant knows or has reason to know will be used in connection with any  
20                   charity or charitable solicitation in California or which targets residents of  
21                   California.

22           4.3   The Settling Defendants are permanently banned from selling, leasing or giving away  
23 their donor list of California individuals who previously donated to California Organization of  
24 Police and Sheriffs ("COPS").

25           4.4   The Settling Defendants are permanently banned from using or benefitting from  
26 customer information, including the name, address, telephone number, email address, social  
27 security number, other identifying information, or any data that enables access to a customer's  
28 account (including a credit card, bank account, or other financial account), of any person which

1 was obtained by the Settling Defendants prior to the entry of this Settlement Agreement in  
2 connection with any charitable solicitation made on behalf of COPS.

3 5. General Provisions

4 5.1 Upon the successful completion of all terms of this Settlement Agreement, the  
5 Settling Parties hereby release and discharge each other party, his/her/its employees, officers,  
6 agents, successors and assigns from all civil liability, civil claims, and civil damages known to  
7 them that relate to, or arise from, the allegations set forth in the Complaint. The release and  
8 discharge set forth in this paragraph is binding only on the parties to this Settlement Agreement.  
9 Further, this release and discharge shall not be construed to limit or prevent any party's ability to  
10 enforce the terms of this Settlement Agreement.

11 5.2 This Settlement Agreement shall not constitute an admission or finding of any  
12 wrongdoing, fault, violation of law, or liability of any of the Settling Defendants.

13 5.3 This Settlement Agreement contains the entire agreement and understanding between  
14 and among the Settling Parties concerning the subject matter of the Action and supersedes all  
15 other agreements of any kind concerning the subject matter of the Action. Each of the  
16 undersigned warrants that no promise or inducement has been offered to them except as set forth  
17 herein and that the Settlement Agreement is executed without reliance upon any statement or  
18 representation by any persons or parties, or their representatives, concerning the nature and extent  
19 of injuries and/or damages and/or legal liability herein.

20 5.4 Each of the Settling Parties acknowledges that he, she, or it has read the entire  
21 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the  
22 content with an attorney and make whatever investigation or inquiry that party may deem  
23 necessary or desirable in connection with the subject matter of the Settlement Agreement.

24 5.5 Each of the parties warrants that he, she, or it is legally competent to execute the  
25 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
26 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
27 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

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5.6 This Settlement Agreement is a product of bargained-for, arms-length negotiations between and among the Settling Parties and their counsel. No party shall be considered the author of this Settlement Agreement.

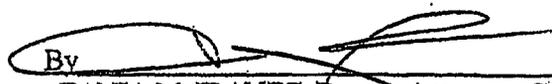
5.7 This Settlement Agreement and all rights and obligations arising out of it shall be governed and construed in accordance with the laws of the State of California.

5.8 This Settlement Agreement may be executed in separate counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one Settlement Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to the original or same counterpart. All original signatures shall be delivered to and/or retained by Tania M. Ibanez, Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

**IT IS SO AGREED.**

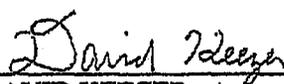
DATE: EDMUND G. BROWN JR., Attorney General

12-30-2010

By   
TANIA M. IBANEZ, Deputy Attorney General  
Attorneys for the People of the State of California

DATE: DAVID KEEZER, an individual

12-29-10

By   
DAVID KEEZER

DATE: DOLORES KEEZER, an individual

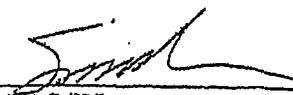
By \_\_\_\_\_  
DOLORES KEEZER



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DATE: 12-29-10

SCOTT PASCH, an individual

By   
SCOTT PASCH